National Labor Relations Board
OFFICE OF THE GENERAL COUNSEL
Advice Memorandum

December 23, 1997

James J. McDermott, Regional Director, Region 31

Barry J. Kearney, Associate General Counsel, Division of Advice

Williams Furnace Co., Cases 31-CA-22948, 22949

725-6733-5000

We conclude, in agreement with the Region and for the reasons stated by it, that the charges herein should be dismissed because the striking unit employees were engaged in unprotected activity, i.e., they struck while the collective-bargaining agreement and its no-strike clause were still in effect.

Any fair reading of the collective-bargaining agreement compels that conclusion. The relevant contract clauses stated:

Article XXVII - TERM: Section 1:

If this Agreement is extended through June 30, 1997, as provided in Article XXVII, above, either the Employer or the Union shall have the right, upon serving written notice on the other 60 days prior to June 30, 1997 to terminate this Agreement. If no such notice is served 60 days prior to June 30, 1997, this Agreement shall continue from year-to-year thereafter, subject to the right of either the Employer, or the Union to terminate this agreement by serving written notice on the other of its intention to terminate 60 days prior to any subsequent day of June 30, 1997.

If said notice is served, the parties shall forthwith begin negotiations for a successor agreement. If such negotiations are not successfully completed prior to the expiration date, either party may thereafter serve ten (10) days written notice on the other to terminate this Agreement. Upon the expiration of said ten (10) day period, all the rights and obligations of the Employer, Union and employees under this agreement shall expire. [Emphasis in original]

Article VI, the no-strike provision:

The Employer and the Union agree that during the term of this Agreement, there will be no lockouts, strikes, sympathy strikes, slowdowns, or other interference with the movement of product or materials to or from the premises of the Employer or Employer customers.

The Union has suggested that because the parties did not immediately commence bargaining, as required by the first sentence of the second paragraph of Article XXVII, the remainder of the paragraph becomes inoperative. However, it is a

cardinal principle of contract construction [] that a document should be read to give effect to all its provisions and to render them consistent with each other.[(1)]

The Union's reading of the contract violates that principle. The contractual provisions are most consistent when the first sentence of the second paragraph is viewed as precatory and not mandatory. This reading of the sentence makes comprehensible the absence of bargaining between April 1997, when each of the parties forestalled the contract's automatic renewal, and July, when they first bargained.

B.J.K.

---

[1] **Mastrobuono v. Shearson Lehman Hutton Co., 514 U.S. 52, 63 (1995).**